

Benyam and Paula R. Mulugeta
1025 Harker Ave.
Palo Alto, Ca. 94301
Tel: 650-906-8012
Email bmulugeta1020@gmail.com

FILED

JUL 18 2010

CLERK
United States Bankruptcy Court
San Jose, California

Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA**

In Re:

Benyam and Paula R. Mulugeta

Case No. 09-51900 ASW
CHAPTER 11

Debtors

**APPLICATION TO EMPLOY REAL
ESTATE BROKER**

Judge: The Honorable A. Weissbrodt

APPLICANTS, Benyam and Paula R. Mulugeta (jointly "Debtors"), respectfully represent to the court and request as follows:

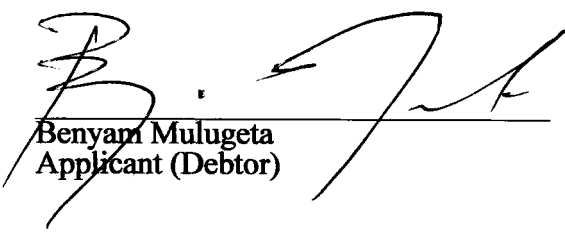
- 1- Applicants filed its Chapter 11 Petition on March 18, 2009
- 2- Among the assets of the Debtors' estate is property located at **2332 Harrison St. Oakland, Ca. 94612 APN 010-0768-005.**
- 3- The Applicants believes that it is in the best interests of the estate that the Applicants employ a real estate agent to assist in the marketing and sale of the real property
- 4- Applicants have chosen Mrs. Mahnaz Khazen, MBA, CCIM of Coldwell Banker Commercial Bay to represent the Applicants in the sale of the real property.
- 5- Filed herewith is a supporting Declaration of Mrs. Mahnaz Khazen regarding the employment of Coldwell Banker Commercial Bay.
- 6- The general terms of the agreement between the Applicants (Debtors') and the proposed real estate firm are as follows:
 - A) The list price of the property located at 2332 Harrison St. Oakland, Ca. 94612 will be **\$6,250,000.00.** *Five million Three hundred fifty thousand \$7.*
 - B) The compensation sought by the proposed real estate agent is six percent (6%) of the gross sales price.
 - C) The period for the listing agreements is July 16, 2010 through October 31, 2010.
 - D) Any sale of the property and/or payment of commission are subject to approval by the United States Bankruptcy Court.
- 7- The proposed real estate agent has been informed and understands that no sale may be consummated until ample notice to all creditors, and an order from the Bankruptcy Court approved the sale obtained. Further, the proposed real estate broker understands that no commission will be paid without further order by the Bankruptcy Court.
- 8- The Applicants (Debtors') are informed, believes, and therefore alleges that the employment of Coldwell banker Commercial Bay and Mrs. Mahnaz Khazen, as the estate's real estate broker on the terms and conditions provided for herein is in the best interests of the estate.
- 9- The Applicants (Debtors') are satisfied that Coldwell Banker Commercial and Mrs. Mahnaz Khazen are disinterested persons within the meaning of 11 U.S.C. Section 101

1 (14). Neither Coldwell Banker Commercial Bay nor Mrs. Mahnaz Khazen has any
2 connection whatsoever with the U.S. Trustee or any person employed in the office of the
3 U.S. Trustee.

4 10- Coldwell Banker Commercial Bay and Mrs. Mahnaz Khazen are aware of the provisions
5 of 11 U.S.C. Section 328(a), and have agreed, notwithstanding the terms and conditions
6 of employment herein, set forth, that the Court may allow compensation different from
7 the compensation provided for in the terms and conditions of the employment agreement
8 between Applicants (Debtors') and Coldwell Banker Commercial Bay and Mahnaz
9 Khazen.

10 **WHEREFORE**, Applicants (Debtors') prays that it be authorized to employ Coldwell Banker
11 Commercial Bay and Mrs. Mahnaz Khazen as real estate agent on the terms and conditions set
12 forth herein. *BM*

13 Dated: July 13, 2010

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Benyam Mulugeta
Applicant (Debtor)

Benyam and Paula R. Mulugeta
1025 Harker Ave.
Palo Alto, Ca. 94301
Tel: 650-906-8012
Email bmulugeta1020@gmail.com

Debtors in Possession

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In Re:

Benyam and Paula R. Mulugeta

Debtors

Case No. 09-51900 ASW
CHAPTER 11

DECLARATION IN SUPPORT OF APPLICATION
TO EMPLOY REAL ESTATE BROKER

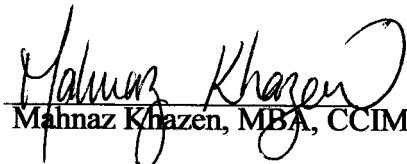
Judge: The Honorable A. Weissbrodt

I, Mahnaz Khazen, MBA, CCIM, hereby declare as follows:

- 1- I am a licensed real estate agent with Coldwell Banker. My office is located at 20490 Saratoga Los Gatos Road, Saratoga, Ca. 95113. My telephone number is 408-835-7030.
- 2- I am qualified to represent the estate of the Debtors as sellers of the property located at **2332 Harrison St. Oakland, CA. 94612** for the reasons stated herein.
- 3- The general terms of the agreement between the Debtors and Coldwell Banker Commercial Bay and I are as follows:
 - A) The list price of the property located at 2332 Harrison St. Oakland, Ca. 94612 will be ~~\$6,350,000.00.~~ *mk six million three hundred fifty thousand.*
 - B) The compensation sought by Coldwell Banker Commercial Bay and I is six percent (6%) of the gross sales price.
 - C) The period for the listing is July 16, 2010 through October 31, 2010
 - D) Any sale of the property and/or payment of commission is subject to approval by the United States Bankruptcy Court.
- 4- Coldwell Banker Commercial Bay and I are disinterested persons within the meaning of 11 U.S.C. Section 101(14) and have no connection whatsoever with the Debtors', the Debtors' creditors, the U.S. Trustee or any person employed in the office of the U.S. Trustee, the accountants for the Debtors and /or any other relative of the Debtors'. Coldwell Banker Commercial Bay and I am not now, nor have been business partners, associates, representatives or agents in the conduct of any business by the Debtors.
- 5- I have 20 years experience in the selling of real property in the area where the subject property is located.
- 6- I have read the Debtors' Application, and agreed to accept said employment on the terms and conditions contained therein.
- 7- I understand that neither sale of the real property nor the payment of any commission to Coldwell Banker Commercial Bay or me may occur without an order being obtained by the United States Bankruptcy Court.

I DECLARE under the penalty of perjury that the foregoing is true and correct.

Dated: July 12, 2010


Mahnaz Khazen, MBA, CCIM

DECLARATION IN SUPPORT OF APPLICATION TO EMPLOY REAL ESTATE BROKER- 1



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Listing Firm to Seller)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 11/09)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- Diligent exercise of reasonable skill and care in performance of the agent's duties.
- A duty of honest and fair dealing and good faith.
- A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- Diligent exercise of reasonable skill and care in performance of the agent's duties.
- A duty of honest and fair dealing and good faith.
- A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date 7-12-10

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date 7-12-10

Agent Coldwell Banker Commercial-Bay DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

(Salesperson or Broker-Associate)

AGENCY DISCLOSURE COMPLIANCE (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

(SELLER/LANDLORD: DO NOT SIGN HERE)

(SELLER/LANDLORD: DO NOT SIGN HERE)

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



AD REVISED 11/09 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Agent: Mahnaz Khazen Phone: 408.8357030 Fax: Prepared using zipForm® software
Broker: Coldwell Banker Commercial BAY 20490 Saratoga los Gatos Road Saratoga, CA 95070



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL, RESIDENTIAL INCOME AND VACANT LAND LISTING AGREEMENT

(C.A.R. Form CLA, Revised 4/06)

1. **EXCLUSIVE AUTHORIZATION:** Benyam mulugeta, Paula Mulugeta ("Owner")
hereby employs and grants Coldwell banker Commercial-Bay ("Broker")
beginning (date) July 16, 2010 and ending at 11:59 P.M. on (date) October 31, 2010 ("Listing Period")
the exclusive and irrevocable right to ☒ SELL, ☐ LEASE, ☐ EXCHANGE, ☐ OPTION, or ☐ OTHER
the real property in the City of Oakland, County of Alameda,
California, described as: vacant Hotel at 2332 Harrison St

Oakland California ("Property").
2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded from the price.

ADDITIONAL ITEMS EXCLUDED: _____

ADDITIONAL ITEMS INCLUDED: _____

Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement between Owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the Agreement between Owner and transferee.

3. LISTING PRICE AND TERMS:

A. The listing price shall be Six Million, Nine Hundred Fifty Thousand Dollars (\$ 6,950,000.00).

B. Additional Terms: subject to bankruptcy court approval on all terms of the listing and purchase contract.

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): ☒ 6.000 percent of the listing price (or if an agreement is entered into, of the contract price), ☐ \$ _____, OR ☒ in accordance with Broker's attached schedule of compensation; as follows:

(1) If during the Listing Period, or any extension, Broker, Owner, cooperating broker, or any other person, procures a buyer(s) who offers to acquire the Property on the above price and terms, or on any price and terms acceptable to Owner. (Broker shall be entitled to compensation whether any Escrow resulting from such offer closes or tenancy begins during or after the expiration of the Listing Period.)

(2) If within _____ calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than 3 calendar days after the end of the Listing Period or any extension thereof, Broker has given Owner a written notice of the names of such Prospective Transferees.

(3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.

B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker: _____

D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by offering MLS brokers either: ☒ 6.000 percent of the purchase price, or ☐ \$ _____; OR (ii) (if checked) ☒ as per Broker's policy.

(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Owner and a buyer, transferee or Prospective Transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following Prospective Transferees: _____

(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

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CLA REVISED 4/06 (PAGE 1 OF 4)

Owner acknowledges receipt of a copy of this page.

Owner's Initials (P/L (PM))

Reviewed by _____ Date _____



COMMERCIAL, RESIDENTIAL INCOME AND VACANT LAND LISTING AGREEMENT (CLA PAGE 1 OF 4)

Agent: Mahnaz Khazen

Phone: 408.8357030

Fax: _____

Prepared using zipForm® software

Broker: Coldwell Banker Commercial BAY 20490 Saratoga los Gatos Road Saratoga, CA 95070

5. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property, and (iii) Owner has the authority to both execute this Listing Agreement and transfer the Property. Exceptions to ownership, title and authority are as follows: Property is in default and may need lender and court approval for sale completion
6. **MULTIPLE LISTING SERVICE:** Information about this listing will (or ☐ will not) be provided to the MLS of Broker's selection. All terms of the transaction, including financing, if applicable, will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Owner authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS or can prohibit this listing or certain information from or about it from appearing on a certain internet sites if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form) instructing Broker to withhold the listing from the MLS. Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.
7. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
8. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary, and advertise and market the Property in any method and medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the transfer of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks and other hazardous, toxic or contaminated substances or conditions in, on, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees. Owner is responsible for determining at what price to list and transfer the Property. **Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, or from any material facts that Owner knows but fails to disclose.**
☐ (If checked) The attached property disclosure is part of this Listing Agreement and may be provided to Prospective Transferees.
9. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.
10. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** If the Property includes residential property with one to four dwelling units and this Listing Agreement is used to list the Property for sale, exchange or lease for a period of greater than one year, a "Disclosure Regarding Agency Relationships" form is required to be provided to Owner prior to entering into this Listing Agreement.
 - B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 4F.
 - C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the prior written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - D. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or acquire through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during, and after the end of this Listing Agreement.
 - E. **Confirmation:** If the Property includes residential property with one to four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.
11. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.

Owner acknowledges receipt of a copy of this page.

Owner's Initials (ES) (DM)

Reviewed by _____ Date _____



vacant Hotel at 2332 Harrison St

Property Address: Oakland,

Date: April 29, 2010

12. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanying prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Owner does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox. (C.A.R. Form KLA)
13. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property unless otherwise indicated in writing.
14. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.
15. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Listing Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 19A.
16. **ADDITIONAL TERMS:** _____

17. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within 5 days after its execution.
18. **SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.
19. **DISPUTE RESOLUTION:**

A. MEDIATION: Owner and Broker agree to mediate any dispute or claim arising between them out of this Listing Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 19B(2) below. Paragraph 19B(2) below applies whether or not the Arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES: (1) Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 19B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials B / J / P / M Broker's Initials _____

Owner acknowledges receipt of a copy of this page.

Owner's Initials (_____) (_____)

Reviewed by _____ Date _____



vacant Hotel at 2332 Harrison St
Property Address: Oakland,

Date: April 29, 2010

20. ENTIRE CONTRACT: All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Date 7-12-10 at Palo Alto
Owner Benyam mulugeta
By [Signature] Title OWNER
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Date 7-12-10 at Palo Alto
Owner Paula Mulugeta
By [Signature] Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Date _____ at _____
Owner _____
By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Date _____ at _____
Owner _____
By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) Coldwell banker Commercial-Bay DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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CLA REVISED 4/06 (PAGE 4 OF 4)

Reviewed by _____ Date _____

COMMERCIAL, RESIDENTIAL INCOME AND VACANT LAND LISTING AGREEMENT (CLA PAGE 4 OF 4)

Hotel



Agent Profile



Mahnaz Khazen

Phone: (408) 835-7030
mkhazen@cbcworldwide.com

Coldwell Banker Commercial
Bay
20490 Saratoga Los Gatos Road
Saratoga, CA 95070

Background

Mahnaz Khazen has over 16 years of Commercial Real Estate Experience and 10 years in the residential and commercial lending practices. She is presently the President of Coldwell Banker Commercial – Bay office located in Down Town Saratoga. The office serves the entire northern California region stretching from Monterey Bay area to the San Francisco Bay area.

In 2009 Mahnaz was honored by San Jose Business Journal in its 100 Silicon Valley woman of influence as well as The northern California Real Estate Woman of Influence by GlobeSt.com and Allen Matkins of San Francisco.

She has represented clients large and small from local Subway leases to Large 200,000 square feet manufacturing sites. She has been consultant to regional malls and retail centers. She is responsible for managing the entire transaction process of all Real Estate activities in her office. In addition to the Commercial Real Estate Activities she provides Consultation services in the areas of Development, or modification of the existing properties. As a CCIM she has the knowledge and the expertise to provide Real Estate Strategies in the highest and best use scenarios.

Secondary Specialty

Multi-Family - Enter detail about your multi-family experience here.

Disciplines

General Commercial Real Estate - I take pride in my ability to identify the highest and best use for development or modification of properties.

Education

- MBA

Awards

- Business Journal Women of Influence in Silicon Valley, 2009
- Businesswoman of the year, 2004
- Entrepreneur of the year, 2005
- National Leadership award, 2003
- Northern California Real Estate Woman of Influence, 2009

Languages

- English
- Other

For More Info, Please Contact: Mahnaz Khazen - (408) 835-7030 - mkhazen@cbcworldwide.com

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1 Tsegereda B. Mulugeta
2 P.O. Box 407
3 Palo Alto, Ca. 94302
4 Tel; 650-575-7578

5 UNITED STATES BANKRUPTCY COURT
6 NORTHER DISTRICT OF CALIFORNIA

7 In Re:

8 Benyam and Paula R. Mulugeta) Case No. 09-51900 ASW
9) Chapter 11
10)
11 Debtors)
12)
13 -----)

14 **CERTIFICATE OF SERVICE**

15 I am a citizen of United States and residence of Santa Clara
16 County. I am over the age of eighteen years and not a party to
17 the above-entitled action, my address is 1025 Harker Ave., Palo
18 Alto, Ca. 94301.

19 On July 13, 2010, I mailed a true and correct copy of the
20 following documents.

21 **APPLICATION TO EMPLOY REAL ESTATE BROKER**

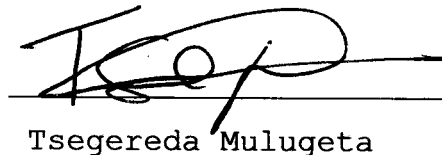
22 In the matter indicated below:

23 X By mail, by enclosing said document(s) in an envelop and
24 depositing the sealed envelop with the United States service
25 with the postage fully prepaid addressed as follows:

26 **See Attached Mailing List**

27 This Certificate was executed on July 13, 2010 at Palo Alto,
28 California. I declare under penalty of perjury that the
foregoing is true and correct.

Dated: July 13, 2010


Tsegereda Mulugeta

COURT SERVICE LIST
CASE NO.: 09-51900 ASW

SIMON ARON (Bar No. 108183)
WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
11400 West Olympic Blvd., Ninth Floor
Los Angeles, California 90064-1565
Telephone: (310) 478-4100
Fax: (310) 479-1422

U.S. TRUSTEE

United States Trustee
U.S. Federal Building
280 S. 1st Street, #268
San Jose, CA 95113-3004

Aglaia Panos
13240 Clairepointe Way
Oakland, CA 94619

Tomoko Nakama
1569 Jackson St.
Oakland, CA 94612

Robert Taylor
541B Cowper
Palo Alto, CA 94301

First Street Commercial Mortgage Fund, LLC
c/o Eric A. Nyberg
Kornfield, Nyberg, Bendes & Kuhner
1999 Harrison St., Ste. 2675
Oakland, CA 94612